

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

C.A. NO. 04-10368 WGY

BLACKSMITH INVESTMENTS, LLC,)
Plaintiff)
v.)
OCEAN STEEL & CONSTRUCTION,)
LTD. and YORK STEEL, INC.)
Defendants)

DEFENDANTS'
ANSWER TO
AMENDED COMPLAINT

Defendants Answer the Plaintiff's Complaint as follows:

1. Defendants are without information or belief as to the accuracy of the allegations contained within Paragraph 1 of the Complaint and Paragraph 1 is therefore denied.
2. Defendants are without information or belief as to the accuracy of the allegations contained within Paragraph 2 of the Complaint and Paragraph 2 is therefore denied.
3. Defendants admit the allegations contained in Paragraph 3.
4. Defendants admit the allegations contained in Paragraph 4.
5. Defendants deny the allegations contained in Paragraph 5.
6. Defendants deny the allegations contained in Paragraph 6.
7. Defendants are without information or belief as to the accuracy of the allegations contained within Paragraph 7 of the Complaint and Paragraph 7 is therefore denied.
8. Defendants deny the allegations contained in Paragraph 8.

COUNT I - BREACH OF CONTRACT

9. Defendants repeat and incorporate by reference the responses contained in Paragraphs 1 through 8 above.
10. Defendants deny the allegations contained in Paragraph 10.

11. Defendants deny the allegations contained in Paragraph 11.
12. Defendants deny the allegations contained in Paragraph 12.
13. Defendants admit that York Steel issued change orders in connection with the contract with Boston Steel Erectors Inc. on the Harvard University Graduate Housing contract.
14. Defendants deny the allegations contained in Paragraph 14.
15. Defendants deny the allegations contained in Paragraph 15.
16. Defendants deny the allegations contained in Paragraph 16.

COUNT II – 93A

17. Defendants repeat and incorporate by reference the responses contained in Paragraphs 1 through 16 above.
18. Defendants are without information or belief as to the accuracy of the allegations contained within Paragraph 18 of the Complaint and Paragraph 18 is therefore denied.
19. Defendants are without information or belief as to the accuracy of the allegations contained within Paragraph 19 of the Complaint and Paragraph 19 is therefore denied.
20. Paragraph 20 states a legal conclusion as to which no response is required.
21. Defendants deny the allegations contained in Paragraph 21.
22. Defendants deny the allegations contained in Paragraph 22.
23. Defendants deny the allegations contained in Paragraph 23.
24. Defendants deny the allegations contained in Paragraph 24.
25. Defendants deny the allegations contained in Paragraph 25.
26. Defendants deny the allegations contained in Paragraph 26.
27. Defendants deny the allegations contained in Paragraph 27.

COUNT III – MISREPRESENTATION

28. Defendants repeat and incorporate by reference the responses contained in Paragraphs 1 through 27 above.

29. Defendants deny the allegation contained in Paragraph 29.
30. Defendants deny the allegation contained in Paragraph 30.
31. Defendants deny the allegation contained in Paragraph 31.
32. Defendants deny the allegation contained in Paragraph 32.
33. Defendants deny the allegation contained in Paragraph 33.
34. Defendants deny the allegation contained in Paragraph 34.
35. Defendants deny the allegation contained in Paragraph 35.

COUNT IV – DECEIT

36. Defendants repeat and incorporate by reference the responses contained in Paragraphs 1 through 35 above.
37. Defendants deny the allegation contained in Paragraph 37.
38. Defendants deny the allegation contained in Paragraph 38.
39. Defendants deny the allegation contained in Paragraph 39.
40. Defendants deny the allegation contained in Paragraph 40.
41. Defendants deny the allegation contained in Paragraph 41.
42. Defendants deny the allegation contained in Paragraph 42.
43. Defendants deny the allegation contained in Paragraph 43.
44. Defendants deny the allegation contained in Paragraph 44.
45. Defendants deny the allegation contained in Paragraph 45.
46. Defendants deny the allegation contained in Paragraph 46.
47. Defendants deny the allegation contained in Paragraph 47.

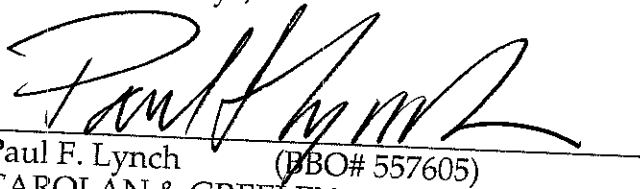
AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred due to Boston Steel's breach of contract.
3. Plaintiff's claims are barred due to offset.
4. Plaintiff's claims are barred due to failure of consideration.
5. Plaintiff's complaint should be dismissed due to failure to allege a basis for subject matter jurisdiction.

WHEREFORE, the Defendants prays that Plaintiff's complaint be dismissed with prejudice, that Defendants be awarded costs and for such other and further relief as the Court deems appropriate.

DEFENDANTS REQUEST A TRIAL BY JURY

OCEAN STEEL & CONSTRUCTION, LTD.,
And YORK STEEL, INC.
By their attorneys,



Paul F. Lynch (PBO# 557605)
CAROLAN & GREELEY
65 Franklin Street, Fifth Floor
Boston, MA 02110-1303
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Dated: April 15, 2004

CERTIFICATE OF SERVICE
I hereby certify that a true copy of the above document was
served upon (each party appearing pro se and) the attorney of record
for each other party by mail (by hand) on 4/15/04
